

DHS“EZ” FORM FOR SERVICE CONTRACTS

The DHS EZ form must be completed and electronically forwarded to BCM whenever a new service contract is requested. The EZ form does not include all of the provisions in the service boilerplate. It contains only those provisions or options that vary from contract to contract. All instructions for the EZ Form are in italics and will not be included in the final copy of the contract.

Conflict of Interest Disclosure Statement(s) or a Conflict of Interest Certification (government entities only) must be submitted with the EZ Form. In the case of non-governmental contractors, the Contractor must complete the Conflict of Interest Disclosure Statement(s). For government contractors, the Contractor may complete either the Conflict of Interest Disclosure Statement or the Conflict of Interest Certification.

After the completed EZ form is submitted to BCM, BCM will prepare the requested contract on the appropriate service contract boilerplate. A copy of the final contract prepared by BCM will then be given back to the Division for review and correction.

Log No. _____ (The log number is assigned by BCM. It is used to identify and track the contract through the contracting process)

CONTRACTING PARTIES: Complete the information below as requested. The accuracy of all Contractor information should be verified with the Contractor prior to submission to BCM! A W-9 form filled out and signed by the Contractor must accompany the contract request to verify the accuracy of the Contractor's IRS number.

Insert the Name and Address of Contracting Division/Office/Unit			
Insert Name and Address of Region, if any			Insert Abbreviated name for Division/Office/Unit DHS/ _____
Insert Full Legal Name and Address of Contractor			
Insert IRS No. (EIN) of Contractor			
Mark the Legal Status of Contractor	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Sole Proprietor</div> <div style="width: 33%;"><input type="checkbox"/> Partnership</div> <div style="width: 33%;"><input type="checkbox"/> Government Agency</div> <div style="width: 33%;"><input type="checkbox"/> For-Profit Corporation</div> <div style="width: 33%;"><input type="checkbox"/> Not-for-Profit Corporation</div> <div style="width: 33%;"><input type="checkbox"/> Joint Venture</div> <div style="width: 33%;"><input type="checkbox"/> Charitable Foundation</div> <div style="width: 33%;"><input type="checkbox"/> Limited Liability Company (LLC)/Sole Proprietor</div> <div style="width: 33%;"><input type="checkbox"/> Limited Liability Company (LLC)/Partnership</div> <div style="width: 33%;"><input type="checkbox"/> Other (Specify):</div> </div>		

*****DOUBLE CLICK ON (☐) BOXES TO CHECK AND UNCHECK.**

QUESTIONS REGARDING THIS CONTRACT: Identify the representative/individual in the contracting Division/Office/Unit to whom questions about the contract may be directed:

Insert Title of the Division Representative		Insert Name of the Division Representative(Optional)	
Insert the Telephone of the Division Representative			
Insert the Address of the Division Representative			

TABLE OF PROVISIONS IN THIS CONTRACT

All documents/information to be attached to the contract must be identified below.

☐ **ATTACHMENT ____:** **Sole Source Provider Approval** When a contract is the result of a sole source procurement, the sole source letter must be attached to the contract as an attachment. "Attachment ____" should also be marked on the sole source letter itself.

☐ **ATTACHMENT ____:** **Self-Insurance Approval** (statement from the DHS Deputy Director required) If the Contractor has been pre-approved by the DHS Deputy Director to be self-insured, mark this box and identify it appropriately. The Deputy Director's letter approving the Contractor's self-insured status should also be marked appropriately.

OTHER ATTACHMENTS: List all other attachments to the contract below. Each attachment identified below must be approved by BCM before the contract is submitted to BCM for processing.

☐ **ATTACHMENT ____:** _____
☐ **ATTACHMENT ____:** _____
☐ **ATTACHMENT ____:** _____

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** *Briefly describe the services Contractor will provide under this Contract. (Example: "Contractor will provide residential treatment services for sixteen (16) clients of DHS/_____ (Division of Youth Corrections)") This description must be consistent with the service description in Part II, "Scope of Work and Special Conditions", Part III, "Performance Measures and Client Outcomes" and the description used in procurement.*

2. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**
 - a. **Contract Period:**
Effective Date: _____. *Insert the start date of the contract. The Division determines when the contract will start, however, (1) the effective date of the contract cannot be before the date the contract was awarded by Purchasing; (2) the Contractor may not provide services until **the contract has been signed by all parties and the procurement agent**; and (3) contracts initiated more than ninety days after the effective date of the contract must be accompanied by a justification letter addressed to the DHS Deputy Director explaining why the contract was not completed prior to the effective date.*

OR
☐ **Effective the date of Procurement Signature** *Check here if services are not currently being provided and if they will not be provided until the contract has been completed.*

 - Termination Date:** _____. *Insert the end date of the contract. The Division determines when the contract will end; however, the end date cannot be after the end date listed in the underlying Procurement. It is also noted that Department practice currently prohibits writing contracts for longer than three years. If the length of the contract is to exceed three years, prior approval must be obtained from the DHS Deputy Director*

 - b. **Contract Renewal:**
If the contract was awarded as a result of a Request for Proposal (RFP), insert the exact renewal language below that appears in the RFP. If the contract is not the result of an RFP, insert the renewal provisions, if any, determined by the parties or mark this section N/A.

3. **TYPE OF CONTRACTOR:** *The Division and the Contractor are responsible for determining if the Contractor is a Service Provider or Subrecipient; this is done by completing the "Checklist for Subrecipient/Service Provider Determination". (A copy of the checklist is located at the end of Chapter VI of the BCM Contract Information Manual.) The completed checklist must be submitted to BCM with the contract and the type of contractor checked below must match the results of the checklist.*

The Contractor is a (***check ONE***):

- ☐ **"Service Provider."** A service provider is a private or governmental entity that receives funds from DHS/____ for services provided to clients of DHS/____ under a program developed by DHS/____.
- ☐ **"Subrecipient."** A subrecipient is a non-federal governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible

clients, and that receives federal and/or state funds from DHS/____ or another entity which serves as a "recipient" and "pass-through entity" for such funding.

(State Funded Contracts. If this Contract is funded solely by *State* funds, but the Contractor operates its own program of services for eligible clients, the Contractor shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients.)

4. **TYPE OF CONTRACT:**

a. **Method Used to Calculate Contractor's Compensation.** This Contract is a:

A service contract may be one of two types, "Unit of Service" or "Cost Reimbursement." The type of contract marked below depends on how the Contractor will be paid.

Mark "Unit of Service (Rate Based) Contract" if the Contractor will be paid a set rate for the service (e.g. \$200 a day for residential services or \$70 per session for therapy services). (This type of contract may provide for either a "Fixed Amount" or a "Non-Fixed Amount" type of contract payment under #5 below.)

- ☐ **"Unit of Service" (Rate-Based) Contract.** DHS/____'s payment to the Contractor is based on individual units of service provided by Contractor, payable at the allowable established rate by DHS. If and when DHS/____ refers clients to the Contractor for services, DHS/____ shall pay the Contractor no more than the rates specified in Part IV ("Contract Costs, Billing and Payment Information") for the Contractor's services under this Contract. If DHS/____ and the Contractor have negotiated a rate that is lower than the standard rates set by DHS, DHS/____ shall pay the Contractor at that lower, negotiated rate.

Mark "Cost Reimbursement Contract" if the Contractor is paid based on actual documented costs (e.g. a shelter program paid monthly for the costs of running the shelter). Cost Reimbursement Contracts require the Contractor to submit a budget that is included in the contract. (This type of contract must always provide for a "Fixed Amount" type of contract payment under #5 below.)

- ☐ **"Cost Reimbursement" Contract.** DHS/____'s payment to the Contractor is based on supporting documentation from Contractor showing that the service costs were necessary, reasonable and actually incurred by the Contractor in providing the services required by this Contract. Unless expressly stated otherwise in Paragraph (5) of this Section ("Type of Contract Payments"), the Contractor shall bill DHS/____ only for actual costs allowable under federal and DHS cost principles, and shall maintain records that adequately support such costs.

5. **TYPE OF CONTRACT PAYMENTS:**

Basis for Contractor's Compensation. DHS/_____ shall compensate the Contractor as follows:

It is up to the Division to determine whether or not there is a limit on the amount of money that can be spent under a given contract. If there is no set limit or cap on the amount of money the Contractor may be paid under the contract, mark "Non-Fixed Amount". (Marking this option means contract payments will be based on established DHS rates, therefore, the type of contract marked in #4 above, must be "Unit of Service".)

- ☐ **Non-Fixed Amount ("Open-Ended"):** DHS has not set a limit or cap for the total payment the Contractor may receive for providing services under this Contract. (Contractor's compensation must comply with the standard rates established by DHS or any lower negotiated rates the parties have agreed upon)

If there is a set limit or cap on the amount of money the Contractor may be paid under the contract, mark "Fixed Amount".

- ☐ **Fixed Amount ("Closed-Ended" or "Defined Total"):** DHS/_____ defines or limits the total dollar amount that DHS/_____ shall pay the Contractor for providing services under this Contract. The Contractor shall ensure that its costs and billings do not exceed the Fixed Amount for this Contract. See Part VI ("Budgeting Principles and Forms") for additional budgeting provisions.

This Fixed Amount (Closed Ended/Defined Total) Type of Contract Payment requires the Contractor to provide the following level of services in order to qualify for payment under this Contract:

If "Fixed Amount" is marked above, the Division must determine how much money it has available for the contract and which of the following three options it wants to use:

1. *If the Contractor will be paid based on actual documented costs, mark "Actual Services/Approved Budget". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below. Remember: when this option is selected the Contractor must submit a budget to be attached to the contract. The total dollar amount in the Contractor's budget must match the dollar amount entered in this paragraph. (When this box is checked the "Cost Reimbursement" box must be checked in Part I, Section A, #4 "Type of Contract" above.)*

- ☐ **"Actual Services/Approved Budget":** DHS/_____ shall pay the Contractor not more than \$_____ (*insert the Dollar Amount*) for providing the services under this Contract, but DHS/_____ shall make such payments only if DHS/_____ places clients with the Contractor and only if the Contractor actually provides the services to the clients. Payments are based on the Contractor's approved budget and documented actual costs. This is a "cost-reimbursement" contract.

2. *If the Contractor will be paid based on established DHS rates, mark "Actual Services/Rate Based". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below. (When this box is checked the "Unit of Service" box must be checked in Part I, Section A, #4 "Type of Contract" above.)*

☐ **"Actual Services/Rate Based":** DHS/_____ shall pay the Contractor not more than \$_____ (*insert the Fixed Amount*) for providing services under this Contract, but DHS/_____ shall make such payments only if DHS/_____ places clients with the Contractor and only if the Contractor actually provides the services to the clients. Payments are based on DHS "Unit of Service" rates listed in Part IV of this Contract ("Contract Costs, Billing and Payment Information").

3. *If the Contractor is guaranteed a certain amount of money (e.g. a shelter program which must remain open regardless of the number of clients served), mark "Guaranteed Minimum". The total dollar amount that may be spent under the contract must then be entered in the space provided in the paragraph below.*

☐ **"Guaranteed Minimum":** DHS/_____ shall pay the Contractor \$_____ (*insert the Fixed Amount*) for maintaining the facilities and programs required by this Contract, and DHS/_____ shall pay this Fixed Amount regardless of the number of clients DHS/_____ actually places with the Contractor, provided that the Contractor shall accept the clients that DHS/_____ refers to the Contractor, up to the maximum number of clients specified in Part IV ("Contract Costs, Billing and Payment Information").

Are there conditions under which the guaranteed minimum will be increased by additional payments?

☐ No

☐ Yes

(When "Yes" is marked here, the conditions under which the guaranteed minimum will be increased must be specifically stated in Part IV, "Contract Costs, Billing and Payment Information", #3(b), "Other Instructions".)

If yes, indicate whether the additional payments are:

☐ rate-based (Actual Services/Rate Based)

☐ budget-based (Actual Services/Approved Budget)

7. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:**

This section is used to identify the procurement process used to select the Contractor. If the contract is the result of an RFP, mark "a" and write the RFP # in the blank provided. If the Contractor is a government agency, mark "b". If the contract is exempt from the bidding process, mark "c". If "c" is marked then one of the two options below it must also be marked, "The Contractor is a sole source for this service" OR "DHS/_____ contracts with all entities offering this service". Both of these options require prior approval. If the Contractor is a sole source, a pre-approved sole source justification letter must also be identified as an Attachment to the contract under the "Table of Provisions in This Contract".

- a. ☐ This Contract is entered into as the result of a competitive procurement process on Requisition No._____.
- b. ☐ The Contractor is a governmental entity.
- c. ☐ This Contract is exempt from the bidding process because:

(Check all that apply):

- ☐ The Contractor is a sole source for this service.
- ☐ DHS/_____ contracts with all entities offering this service.

SECTION B: CONTRACTOR'S LEGAL STATUS AND INDEMNIFICATION RESPONSIBILITIES

2. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**

Mark the appropriate option below. All Contractors must have some type of insurance unless they have been pre-approved by the DHS/Deputy Director to be self-insured.

c. **Types of Liability Protection the Contractor Must Provide:**

Check ONE of the following options:

☐ (1)

Private Contractor—Commercial Insurance Required:

If the Contractor is not a Utah governmental entity, the Division must ensure that the Contractor has appropriate general liability, automobile, and professional liability insurance by obtaining a certificate of insurance, an endorsement and A.M. Best rating information.

***Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.*

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

☐ (2)

Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DHS Approval Required:

If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that it has the ability to process and pay claims adequately, fairly and in a timely manner. The Contractor's ability must be comparable to a commercial insurer that provides general-liability, automobile, and professional liability insurance. The Division is responsible to provide the Contractor's evidence to the DHS Deputy Director for Support Services (or the Deputy Director's designee) and obtain a written statement from the Deputy Director indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract.

This written statement must be submitted with the EZ Form and attached to the contract.

☐ (3)

Doctors, Dentists, Mental Health Therapists and Other Professionals:

*If the Contractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Division is responsible to ensure that the Contractor has the required professional liability insurance by obtaining a certificate of insurance and A.M. Best rating information. ******(See above reinsurance information)*

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

☐ (4)

Governmental Contractors and the Utah Governmental Immunity Act:

If the Contractor is a Utah governmental entity, liability will be governed by the provisions of the Utah Governmental Immunity Act (Utah Code, Title 63, Chapter 30).

An insurance certificate does not need to be submitted with the EZ Form or attached to the contract if this option is selected.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS

8. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** *If the Contractor is a Utah governmental entity, it wants to enforce its own Code of Conduct in lieu of the DHS Provider Code of Conduct, and it has provided the required written certification, mark option "d". The Contractor's written certification must be attached to the contract.*

- ☐ d. If the Contractor is a Utah governmental entity, the Contractor may enforce its own written Code of Conduct in lieu of the DHS Provider Code of Conduct if the Contractor first provides DHS/_____ with a written certification that the Contractor has compared its own Code of Conduct and the DHS Provider Code of Conduct, and has determined that its own Code of Conduct is at least as comprehensive and stringent as the DHS Provider Code of Conduct. The governmental Contractor shall also give its employees and volunteers a copy of its Code of Conduct before they begin working with the clients under this Contract, and the governmental Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Contractor's Code of Conduct and will comply with it.

9. **RESTRICTIONS ON CONFLICTS OF INTEREST:** *Every Contractor must complete a Conflict of Interest form(s). Conflicts of interest fall under the following categories: (1) Dual Employment; (2) Related Parties; (3) Political Subdivisions and Agencies. It is the Contractor's responsibility to determine which form(s) they need to complete and send to the Division. The Division is responsible to provide the Contractor with the necessary form(s).*

f. Disclosing Conflicts of Interest to DHS:

Select EITHER (2) OR (4)

- ☐ (2) **Contractor's Disclosure Statement.** Before signing this Contract, the Contractor shall submit a Disclosure Statement to DHS/_____ in which the Contractor discloses any existing or potential Conflicts of Interest, including all information required by the Ethics Acts and this Contract. In particular, the Contractor's Disclosure Statement shall include:

If (2) is selected, mark all of the following that apply

- ☐ (a) **For Conflicts of Interest involving Dual Employment** (as explained in Paragraph (9)(c)(1) above) the following information is required:
- (i) whether any of the Contractor's Representatives are employed both by the Contractor and by the State of Utah;
 - (ii) the name of the Contractor's Representative having that Dual Employment;
 - (iii) the title or position of the Contractor's Representative with the Contractor and with the State of Utah;
 - (iv) the nature and value of the Contractor's Representative's interest in the Contractor's Business Entity;
 - (v) the Contractor's Representative's decision-making authority with the Contractor and with the State of Utah and how that individual's authority affects this Contract; and

- (vi) measures taken by the Contractor to protect DHS/_____ from potentially adverse effects resulting from the Contractor's Representative's Dual Employment.

☐ (b) **For Conflicts of Interest involving Related-Party Transactions** (as defined in Paragraphs (9)(b)(6) and (7) above, and as explained in Paragraph (9)(c)(2) above) **or involving impaired judgment** (as explained in Paragraph (9)(c)(3) above), the following information is required:

- (i) the name of the Contractor's Representative having the Conflict of Interest;
- (ii) the name of the other party to the Conflict of Interest;
- (iii) the relationship between the individuals identified in (i) and (ii) above;
- (iv) a description of the transaction to which the Conflict of Interest applies and the dollar amount involved (if any);
- (v) the decision-making authority of the Contractor's Representative and the party identified in (ii) above, with respect to the applicable transaction;
- (vi) the potential effect of the Conflict of Interest on this Contract; and
- (vii) the measures taken by the Contractor to protect DHS/_____ from potentially adverse effects resulting from the identified parties' relationship.

☐ If the Contractor has no Conflicts of Interest or has no Representatives who are also employees of the State of Utah, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS/_____ that it has implemented the safeguards required by Paragraph (9)(f)(1) above, and that it has checked its organization and the Contractor's Representatives for Conflicts of Interest.

☐ *This option is for Governmental entities only.*

(4) **Disclosure for Political Subdivisions and Agencies.** If the Contractor is a political subdivision, agency or municipality of the State of Utah, the Contractor may submit to DHS/_____, a written certification in lieu of the Disclosure Statement, in which the Contractor certifies that it maintains a written policy requiring the Contractor's Representatives to disclose their Conflicts of Interest, and that this policy provides the Contractor with the information it needs to satisfy the provisions of this Contract. The certification shall also provide that the Contractor monitors for compliance with these Conflict of Interest provisions and can reasonably assure DHS/_____ that any of the Contractor's Representatives with a potential Conflict of Interest do not:

- (a) make or influence decisions or set policies that affect this Contract;
- (b) monitor the performance of this Contract; or
- (c) become involved in or otherwise benefit from the performance of this Contract.

SECTION D: COMPLIANCE MONITORING AND RECORD-KEEPING RESPONSIBILITIES

2. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** *Identify the Contractor's Representative for billings and reports. The position and/or person identified must be the individual who prepares the billings and required financial reports for the Contractor.*

Title		Name (Optional):
Telephone		
Address		

SECTION E: CONTRACT MODIFICATIONS AND DISPUTE RESOLUTION PROCEDURES

1. **SUBCONTRACTS:**

- b. **When Subcontract Is Allowed:** *The Division must decide whether or not the Contractor may subcontract and then mark the appropriate option. The third option may only be marked if the Contractor is a subrecipient.*

Please check ONE of the three options:

- ☐ The Contractor may not subcontract to provide the services specified in this Contract.
- ☐ The Contractor may subcontract to provide the services specified in the contract. However, Contractor must notify DHS/_____ in writing of plans to enter into any subcontracts and must obtain DHS/_____ approval prior to entering into any subcontracts.
- ☐ The Contractor is a subrecipient as defined in Part I, Section A, Paragraph 3. As a subrecipient, the Contractor may enter into subcontracts with other individuals or entities to provide the services required by this Contract and other state and federal laws.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

In completing this part of the Contract, state in detail the resources the Contractor must have and what the Contractor must do (performance criteria) to successfully provide or complete the services or supports required by this Contract. When the Contract is the result of a Request for Proposal ("RFP"), the performance criteria identified must be consistent with the criteria in the RFP and/or any amendments to the RFP. When applicable, the performance criteria must also be consistent with the criteria used by DHS in setting the rate of payment for the type(s) of service to be provided by the Contractor. The description of the performance criteria the Contractor must meet must be detailed enough to allow DHS/_____ or DHS to effectively monitor the Contractor's performance.

*Is this service or support a **Residential Program**?*

Select ONE of the following:

☐ *Yes?*

If yes is marked above, the Description of the Services or Supports must state whether or not the Contractor may receive payment for client absences. If the Contractor may receive payment for client absences, the conditions under which such payments will be made must be clearly outlined (e.g. required documentation, limit on number of absences, written approvals)

☐ *No?*

*(For more detailed instructions on how to complete this part of the contract, please refer to the **Monitoring Handbook for Performance Based Contracts.**)*

Insert Part II information below:

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

Instructions: This Contract must include specific objectives (goals) for both the Contractor's service, support, or project, and, when applicable, the individual clients the Contractor serves. DHS/_____ may work with the Contractor in developing these objectives. The objectives included in the contract must be based upon observable and measurable behavior that is time-limited and has clear criteria for success.

1. **Program Performance Objectives.** The first step in developing program performance objectives is to identify program performance measures. Program performance measures answer the question: "How well is the agency or program service delivery working?" These measures focus on the intended performance of the Contractor and indicate the extent to which the Contractor is meeting its short and long-term goals. Although program performance measures encompass contract compliance, their scope is much broader than compliance alone. Their purpose is to assess both program implementation and program impact in order to improve program planning and monitor program development. Program performance measures might include topics such as "protecting the community" or "family preservation".

Once appropriate program performance measures have been identified, specific program performance objectives designed to define and quantify the identified measures can be developed. For example, a program performance objective related to a measure of protecting the community might be "5% fewer clients will go AWOL in the current year than in the previous year." AWOLs is one way to define what "protecting the community" means. AWOLs are also measurable so long as appropriate data is maintained and this fact allows one to assess progress toward the stated objective.,

(For more detailed instructions on how to complete this part of the contract, please refer to the Monitoring Handbook for Performance Based Contracts.)

2. **Client Outcomes.** Is this a contract for a treatment program that requires the development of client treatment plans?

☐ Yes. If this box is checked the Contract **must** include the following standard language:

A treatment plan is required for all clients and must include individualized treatment objectives that address the assessed needs of the client. The treatment plan must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives. The plan must also include reasonable measures to evaluate whether the client's individualized treatment objectives are met.

☐ No. If this box is checked, **no** client-centered objectives are required of the Contractor.

Insert Part III information below:

PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

Complete the following Contractor information as requested. All information is **required**. Once again, the accuracy of the requested information should be verified with the Contractor prior to submission to BCM.

<i>Insert Billing Name and Address of Contractor (*this is the address the Contractor wants their payments sent to)</i>	
<i>Insert Contractor's IRS Number (*Provider ID in USSDS)</i>	

**Verify the billing address in USSDS (PR16) and select the Provider ID that corresponds with the billing address desired.
If “NO PROVIDER ON FILE” appears in USSDS. BCM will enter the Contractor’s Name and Address
into USSDS exactly as it appears above.*

<i>Insert Contractor's Telephone Number</i>	
<i>Insert Address and Location Where the Services will Provided (This is not necessarily the Contractor's mailing address)</i>	
<i>Insert Name and Address of Contractor's Entity or Individual preparing Contractor's Audit or financial Statement</i>	

2. PAYMENT RATES:

- a. **Rates.** The rates for this Contract are specified in the following table:

This table must be completed for all contracts. There are three ways to complete it. (1) If the Contract is a Unit of Service, Non-Fixed Amount, fill in "Service Title", "Service Code", "Unit of Service", and Rate. Leave the rest blank. (2) If the contract is a Unit of Service Fixed Amount, fill in all sections (Note: The rate multiplied by the number of service units must equal the "Total Contract Amount"). (3) If the contract is a cost reimbursement contract, fill in all sections but under rate, enter "Cost of Service"

[illegible]

3. **METHOD AND SOURCE OF CONTRACTOR PAYMENT:** To obtain payment for the services provided under this Contract, the Contractor shall submit to DHS/_____ an itemized billing for its authorized services, together with the supporting information required for the reimbursement forms supplied by DHS/_____. DHS/_____ shall then reimburse the Contractor by a warrant drawn against DHS or the State of Utah.

a. Billings will be:

(Check ONE of these two options):

- ☐ **Unit of Service (Rate-Based) Contracts:** Contractor shall use the DHS 520 Billing Form (except for DCFS non-custody clients, who may be billed on Form 1032). The Contractor shall bill DHS/_____ only for actual units of service delivered, and shall maintain records that adequately support delivery of such services.
- ☐ **Cost-Reimbursement Contracts:** Contractor shall use the DHS 1032 Billing Form. Contractor shall apply the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reports"). The Contractor shall bill DHS/_____ only for actual costs allowable under federal and DHS cost principles, and shall maintain records that adequately support the allowability of these costs.

b. **Other Instructions:** *If the Division has any special billing instructions, those instructions should be stated here. If the contract provides for a guaranteed minimum and if there are conditions under which the guaranteed minimum will be increased, those conditions should also be stated here.*

5. **BILLING FOR FIRST AND LAST DAYS:** *The Division must decide if they will pay for the first and last days of service or any emergency/short term care and then mark the appropriate box. This applies to residential services only. If this section does not apply, mark "not applicable".*

DHS/_____ will reimburse the Contractor for both the first and last days of service for clients in Long Term Residential Care, Emergency Care or Short Term Care only if approved below.

(Check ONE of these three options):

- ☐ Approved
☐ NOT Approved
☐ Not Applicable

The level of compensation for the first and last days of service is specified in Paragraph 1 of this Part IV ("Contract Costs, Billing and Payment Information").

8. **MATCHING FUNDS:** *If the Contract requires the Contractor to provide matching funds, mark the appropriate option(s) below. If this section does not apply, mark not applicable.*

The Contractor shall provide the following "match" (*check all that apply*):

- ☐ In-kind services valued at \$_____.
- ☐ Cash in the amount of \$_____.
- ☐ Not Applicable

PART VIII: DISCLOSURE OF LOBBYING ACTIVITIES

Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

PART IX: JURISDICTION, ACKNOWLEDGEMENT AND EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties executed this Contract:

The Contractor signature is always required. The Division must obtain the name and title of the individual who will be signing the contract for the Contractor and include both in the Contractor signature block.

CONTRACTOR

By: _____
Type name: _____
Title/Position: _____
Name of Contractor: _____
Date: _____

APPROVED AS TO PROCUREMENT

All contracts must include a signature block for Purchasing. If the contract is for client services, it is signed by the DHS Purchasing Agent in BCM. If the contract is for non-client related services, it is signed by State Purchasing. Mark the appropriate signature box.

☐

By: _____
Douglas G. Richins, Director
State Division of Purchasing
Date: _____

☐

By: _____
Rosalie Nance, Purchasing Agent
DHS Bureau of Contract Management
Date: _____

APPROVED

*State Finance must approve and sign all contracts that:
(1) will exceed \$8000 during the life of the contract; or
(2) are paid through FINET. (If the contract is a Unit of Service, Non-Fixed Amount contract, it does not go to State Finance.) Mark the box below if State Finance's signature is required.*

☐

By: _____
Richard Barker, Contract Analyst
State Division of Finance
Date: _____

The Division director or designee must sign all contracts. Fill in the name and title of the individual who will be signing the contract on behalf of the Division.

DHS/ _____

By: _____
Type name: _____
Title: _____
Division or Office: _____
Date: _____

Check this box if the Division requires a Regional signature on the contract. Fill in the name and title of the individual who will be signing the contract for the Region.

REGION

☐

By: _____
Type name: _____
Title: _____
Division or Office: _____
Date: _____

The Division budget officer must sign all contracts. Fill in the name of the budget officer who will be signing the contract.

APPROVED AS TO AVAILABILITY OF FUNDS

By: _____
Type name: _____
Title: _____
Division or Office: _____
Date: _____